

PUBLIC AUCTION OF GOVERNMENT PROPERTY

This sale is subject to the General Sales and Terms and Conditions (Standard Form 114-C, June 97), and the provisions listed below. GSA employees are not eligible to bid.

Registration/ Inspection	To be eligible to bid, you must register at the sale You must be at least 18years old and show a valid driver's license. You will receive a bidder's registration number and a catalog, if needed. You may inspect the property at the dates and times specified in the catalog. Bidders are invited, urged, and cautioned to inspect prior to bidding.
Social Security Number (SSN) or Tax Identification Number (TIN)	In accordance with Public Law 104-134, Section 31001, the Dept Collection Improvement Act of 1996 SSN or TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the government may arise. <u>NOTICE</u> , Award will not be made if SSN or TIN is not provided by purchaser at the time of payment.
Bidding	You must be present to bid. Items will be offered for sale in numerical order shown in the catalog. The Government expects to receive fair market value and reserves the right to reject any bids. In case of any dispute, the Contracting Officer's decision is final. Successful bidders will be required to sign a bid card.
Disputes	Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "Disputes" clause is hereby incorporated by references. Copies are available from the GSA Sales office conducting the sale
Default	<p>Bidders are cautioned to bid only on items they are prepared to pay for and remove in accordance with the terms and conditions of this sale. Failure to pay for and remove all items awarded within the specified time could result in termination of the contract. The bidder also may be subject to paying liquidated damages. The following supersedes Clause No. 9 of the SF 114C.</p> <p>If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he/she fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$200: Provided, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents: Provided further, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his/her obligations, the Government may exercise such rights and may pursue such remedies as are provided bylaw or under the contract.</p>

GSA does not grant extensions of time for payment and removal.

Revocation of Award

The bidder warrants that he/she is not delinquent in the payment of any debt due the United States resulting from a prior purchase of surplus personal property. In the event the Government determines after the award that the bidder has breached this warranty, the Government shall have the right to annul the contract.

Description Warranty

The Government warrants to the original purchaser that the property listed in the Invitation for Bid will conform to its description. If a mis-description is determined before removal, the Government will keep the property and refund any money paid. If a mis-description is determined after removal, the Government will refund any money paid if the purchaser takes the property at his/her expense to a location specified by the contracting officer. No refund will be made, after the property is removed, for shortages of individual items within a lot. **This warranty is in place of all other guarantees and warranties, expressed or implied.**

Power of Attorney

Buyers of motor vehicles will receive a Standard form 97, "Certificate to Obtain Title". Bidders must register in the name the bidder wishes to be placed on the SF97. If the bidder is purchasing a vehicle for someone other than himself, he must register in that person's name and have a separate bidder number for each person. When the bidder is bidding for someone other than himself, the bidder must provide evidence of a Power of Attorney giving the bidder the authority to purchase for and bind the third party. The Contracting Officer for the official sale file will retain the Power of Attorney.
Power of Attorney is not required if the purchaser is a license dealer and register as such.